Division: DSSC/ OCSContract Number: 35-12-30-10-OCS-23Contact Person: Ken DavisCATS #: 013562-0000-0000Program: Weatherization Assistance Program, ARRA Grant

PSC-0842

CONTRACT REVIEW SHEETContractor: First State Community Action Agency, Inc.E.I. Number: 51-0104704Term of Contract: July 1, 2009 to March 31, 2010Action: ☒ New ☐ Continuation ☐ Amendment Purchase Order # 12300000837

Fiscal

Services to be offered: Install energy efficiency improvements in the homes of 191 low-income peoplein Kent and Sussex Counties.

<u>Source of Funds</u>	<u>Amount of Previous Contract</u>	<u>Amount of Proposed Contract</u>	<u>DSSC Prog. Mgr. Signature</u>	<u>DSSC Fiscal Office Signature</u>
General Funds	\$	\$ 0		
Appropriated Special Funds		0		
SAI # <u>S9-03-18-04-</u>	0.00	394,760.00		
SAI # _____				
SAI # _____				
Other _____		0		
TOTAL	\$	\$ 394,760.00		

Explain any changes in service or budget from previous contract?

COMMENTS:Contract for administration of the American Recovery & Reinvestment Act (ARRA).Contract will expire 3/31/10 to align with WAP Federal Fiscal Year.Received by DMS _____
To Secretary's Office _____
Signed _____Returned by DMS _____
Returned to Division _____2009 JUL 21 AM 9:35
PROCUREMENT BRANCH
DEPARTMENT OF HEALTH
AND SOCIAL SERVICES

CONTRACT CERTIFICATION

In reference to the attached contract, I hereby certify the following:

- 1) Funds have been appropriated and budgeted for this contract.

Yes X No _____ N/A _____

- 2) Federal funds are available in the grant for this purpose.

Yes X No _____ N/A _____

- 3) If this contract was not included in a budget/grant, what specific item will not get funded in order to utilize the funds for this contract? Please specify:

N/A

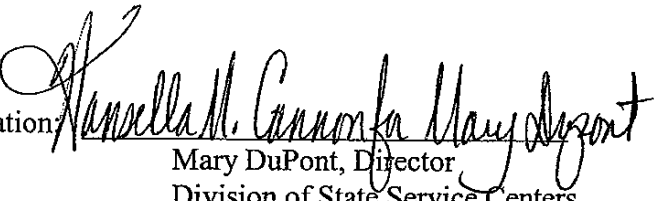
- 4) If a transfer of funds is involved, the transfer has been approved.

Yes _____ No _____ N/A X

ASSURANCE

- ☒ The DHSS Secretary has been informed of and approved any significant policy changes.

Certification


Mary DuPont, Director
Division of State Service Centers

FIRST PRIORITY PROCESSING

NEXT FISCAL YEAR

PURCHASE ORDER

PO

35

12300000837

Jul 1, 2009

E

1

AUTHORIZED AGENCY SIGNATURES

510104704 AF

N

394760.00

BATCH # 045249

CONDITIONS AND INSTRUCTIONS TO VENDOR:

1. Acceptance of this Purchase Order is agreement to accept payment by credit card, ACH or by check at the State's option.
2. All prices F.O.B. destination unless otherwise indicated.
3. This order and the performance thereon shall be construed and governed in accordance with the laws of the State of Delaware.
4. Separate invoices must be submitted for each order. Submit invoice in triplicate.
5. Any price changes must be agreed to by the Ordering Agency prior to submitting invoice.
6. Purchase order not valid unless signed by Secretary of Department of Finance or designee or under \$2500.00 or marked emergency.

Signed _____ Date _____
 Signed _____ Date _____
 I, the above certify that this purchase order is issued in conformity with all pertinent statutes, that the items described are requested for the efficient operation of this Department and are properly chargeable to the funds and appropriation indicated hereon.

APPROVED FOR AVAILABLE FUNDS

Signed _____ Secretary of Department of Finance or Designee

ORDERING AGENCY

DIV OF STATE SERVICE CENTERS
 OFFICE OF COMMUNITY SERVICES
 1901 N DUPONT HWY
 NEW CASTLE, DE 19720

VENDOR

FIRST STATE COMM ACTION AGENCY
 ACH PAYMENTS ONLY
 PO BOX 877 308 N. RAILROAD AVE
 GEORGETOWN, DE 19947

SHIP TO

FIRST STATE COMM ACTION AGENCY
 PO BOX 877 308 N. RAILROAD AVE
 GEORGETOWN, DE 19947

LINE	QTY	UNIT	DESCRIPTION	PRICE	AMOUNT					
1	09	225	35	12302002	1109	5096	950J	CONTRACTS-NON STATE AGENCY	\$96,720.00	1
2	09	225	35	12302004	1109	5096	950K	CONTRACTS-NON STATE AGENCY	\$298,040.00	1

- 1 WEATHERIZATION ADM ARRA
- 2 WEATHERIZATION T&TA

WEATHERIZATION ASSISTANCE PROGRAM - ARRA FUNDS CONTRACT PERIOD: JULY 1, 2009 TO MARCH 31, 2010
 CONTRACT AMOUNT = \$394,760.00
 FEDERAL FUNDS ARE CONTINGENT UPON AVAILABILITY
 PSC 0842 - P.O. EFFECTIVE THE DATE OF SIGNATURE OF SEC OF FINANCE

DATE OF BILL	DATE OF INVOICE	SHIP DATE	DELIVER DATE	TO: AGENCY	AMOUNT
35-12-30-10-OCS-23					\$394,760.00



CONTRACT
Number: 35-12-30-10-OCS-23
With
FIRST STATE COMMUNITY ACTION AGENCY, INC.
for
WEATHERIZATION ASSISTANCE PROGRAM
AMERICAN RECOVERY & REINVESTMENT ACT (ARRA)
CFDA NUMBER: (81.042)

A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of State Service Centers (Division), Office of Community Services (DHSS/DSSC/OCS) and First State Community Action Agency, Inc. (the Contractor).
2. The Contract shall commence on July 1, 2009 and terminate on March 31, 2010 unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.)

B) Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

a) Comprehensive General Liability	\$1,000,000
and b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
or c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or d) Product Liability	\$1,000,000/\$3,000,000

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury)	\$100,000/\$300,000
f) Automotive Property Damage (to others)	\$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor

acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.

8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.

10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
 - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
 - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
 - c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

DHSS / Division of State Service Centers / OCS
1901 North DuPont Highway
Charles Debnam Building
New Castle, Delaware 19720-1100

To the Contractor at:

First State Community Action Agency, Inc.
308 N. Railroad Avenue
Georgetown, DE 19947

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.

16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A - Divisional Requirements

Appendix B - Services Description

Appendix C - Contract Budget

Appendix D- Certificate of Insurance

Appendix E- Invoicing and Documentation Procedures

Appendix F – Private Contractor Training and Technical Assistance

Appendix G – Contract Assurances

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.

20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.
- If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.
22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed **\$394,760.00 (Three Hundred Ninety-Four Thousand, Seven Hundred Sixty dollars)** in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such

litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.

6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

D) Miscellaneous Requirements

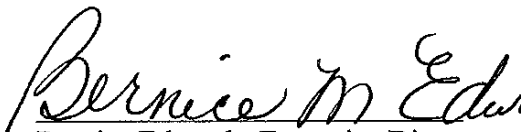
1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM #46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.

2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40, effective 3/10/2008), and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.
6. All Department campuses are tobacco-free. Contractors, their employees and subcontractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

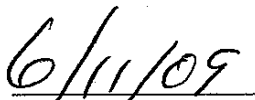
E) Authorized Signatures:

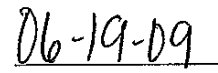
For First State Community Action:

For the Division of State Service Center:


Bernice Edwards, Executive Director
First State Community Agency Agency


Mary Dupont, Director
Division of State Service Centers


Date


Date

DIVISIONAL REQUIREMENTS

CONTRACTOR: First State Community Action Agency, Inc.
308 Railroad Avenue
Georgetown, DE 19947
302-856-7761
302-856-2599 (fax)
E.I. Number: 51-010-4704

Subcontract with licensed, private construction and heating contractors to install energy efficiency improvements in the homes of low-income clients as recommended by the energy auditing subcontractor.

SERVICE DESCRIPTION

CONTRACTOR: First State Community Action Agency, Inc.
308 Railroad Avenue
Georgetown, DE 19947
E.I. Number: 51-010-4704

First State Community Action Agency, Inc. will administer weatherization assistance projects in Kent and Sussex Counties. The program is funded by the U.S. Department of Energy (DOE). The purpose of the Weatherization Program is to install energy efficiency improvements in the homes of low-income persons in order to maximize energy savings, and improve the health and safety of people in their homes.

Under this Service Description, First State Community Action Agency Inc. shall do, perform and carry out, in a satisfactory manner, as determined by the Department, the following activities in accordance with the Delaware Weatherization Program American Recovery & Reinvestment Act State Plan, departmental policies and procedures, and all applicable Federal and State laws, rules and regulations:

1. Provide Weatherization Assistance to a minimum of **254** low-income homes in Kent and Sussex Counties.
2. Assign proceed orders to private construction and heating contractors to install energy efficiency improvements as recommended by an energy audit. Assure that only certified and licensed private contractors install energy efficiency improvements.
3. Provide services to clients referred by DSSC in partnerships with the U.S Department of Agriculture (USDA); Delaware State Housing Authority (DSHA) Programs in New Castle, Kent and Sussex Counties; City of Wilmington; New Castle County; Sustainable Energy Utility (SEU); Milford Housing Development Corporation; Habitat for Humanity; and others to implement the Weatherization Program.
4. Make payments to private subcontractors within five (5) working days of receiving funds from the State of Delaware.

5. Ensure that appropriate staff working in the contractor's weatherization projects attend meetings and training sessions that are deemed mandatory by the Department.
6. The contractor shall evaluate the performance of its subcontractors quarterly and report the results of these evaluations to the DSSC.
7. Contractor shall submit the following reports to the DSSC:
 - A) Monthly Production Report due within five (5) working days following the end of each month.
 - B) Monthly Financial Report due within ten (10) working days following the end of each month.
 - C) Submit Monthly Report due within ten (10) working days detailing the implementation of the Training and Technical Assistance Plan for private subcontractors as included in Appendix F to this contract. Specifically, the monthly report shall include: outreach and recruitment efforts for trainees, number of people enrolled in training, type and duration of training, training credential received, and number of jobs sustained and new jobs created.
 - D) Tenant/Landlord Agreements Compliance Report due at the end of each quarter.
 - E) Final Financial Report on the contract budget is due by April 30, 2010.
 - F) Audit reports are required in compliance with OMB Circular A-133 (Audits of Institutions of Higher Education and other Nonprofit Institutions) or OMB Circular A-128 (Audits of State and Local Governments), as may be appropriate, unless the Contractor is exempt under the appropriate circular.
 - G) Any other reports that may be required to meet the reporting conditions for ARRA funding.

CONTRACT BUDGET

CONTRACTOR: First State Community Action Agency, Inc.
308 Railroad Avenue
Georgetown, DE 19947
E.I. Number: 51-010-4704

COST CATEGORY DESCRIPTION	APPROVED AMOUNT
Administration	\$ 96,720.00
Training & Technical Assistance	\$298,040.00
Total	\$394,760.00

Certificate of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID ST FIRST28	DATE (MM/DD/YYYY) 10/01/08
PRODUCER L & W Insurance Agency P.O. Box 918 Dover DE 19903 Phone: 302-674-3500 Fax: 302-674-2909		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED First State Community Action Leon Morris P.O. Box 877 Georgetown DE 19947		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Alliance of NonProfits for Ins	10023
		INSURER B: North American Elite Ins Co	29700
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	2008-14325	09/26/08	09/26/09	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MFN FXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> MILE JECT <input type="checkbox"/> LOC				PRODUCTS - COM/OP AGG \$ Incl Aggre
B	AUTOMOBILE LIABILITY	2008-14235	09/26/08	09/26/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS 10H CR
	ANY PROPRIETARY/PAINTER/EXECUTIVE OFFICER/OWNER EXCLUDED				E1 EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E1 DISEASE - EA EMPLOYEE \$
	OTHER				E1 DISEASE - POLICY LIMIT \$
A	Professional Liab	2008-14325	09/26/08	09/26/09	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

OFFICE1

Office of Community Services
Division of Service Center
Attn: Maureen Tucker
1901 N. Dupont Highway
New Castle DE 19720

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

Invoicing and Documentation Procedures

The invoice packet for WAP services shall include the following:

1. Transmittal sheet on agency letter head
2. Completed invoice using the attached form(electronic version will be provided)
3. Price list
4. NID Form(for material /equipment not included on price list)
5. Copy of private contractors invoice/receipt from supplier(s) for all materials and/or equipment installed in the clients home.

Delaware Division of State Service Centers Weatherization Program	
<p align="center">INVOICE</p>	
Vendor Name	
Vendor Address	
Telephone #	
Date of Invoice	Invoice Number

Referral Number	Date of Service	Type of Services	Location of Job	Name of Sub Contractor	Sub Contractors' Charges	Weatherization Sub Grantee Charges	Total amount billed to Weatherization Prog

Invoice Submitted By <i>The above services were rendered in accordance with our signed contract with the Division of State Service Centers</i>	Date
DSSC Weatherization Program Manager Approval	Date

Attached all related receipts to support charges listed on this invoice.

Private Contractor Training and Technical Assistance Plan

This plan is submitted by First State Community Action Agency for the State of Delaware's Weatherization Assistance Program.

In keeping with the State's requirement for training and certification of private contractors, the sub-grantee agencies have developed a training and technical plan, that addresses: "maintain and increase the efficiency and effectiveness of the weatherization program at all levels... and to help maximize energy savings, minimize production costs, improve the quality of workmanship, and reduce the potential for waste, fraud and mismanagement."

1. Assessment of Training Needs

The Sub-grantee will assess the training needs of the Sub-contractors through informal discussions, quarterly scheduled meetings, in-field monitoring and results of production and quality control inspections.

2. Types of training Provided

- **Management Training** – The Sub-grantee will provide Sub-Contractors with training on weatherization administrative procedures, i.e. invoicing, and production.
- **Technical Training** - Using the State Field Guide as a reference, insure that sub-contractors receive training in energy auditing procedures, air sealing and duct sealing, construction techniques, heating systems.
- **Advanced Training** - Encourage Sub-Contractors to attend local conferences, workshops and seminars to increase and enhance their skills in the field of weatherization. These educational opportunities could help them learn new and improved weatherization techniques.

3. **Training and Certification of Sub-Contractors**

The Sub-grantee plans to require all Sub-Contractors to receive weatherization training and certification. The training and certifications will be provided by the four phases outlined below:

- **Phase I – Basic Weatherization Concepts and Theory**

These training courses are mandatory for every person working in the Weatherization Program. It is anticipated that approximately 50 people will participate in this training during the first year. Agreements will be established with professional organizations and/or educational institutions that will provide training in the following areas:

- OSHA Construction Safety
- Weatherization Basic Theory
- Lead Safe Work Practices
- Hazardous Material Awareness
- Basic Plumbing and Electric
- Whole House System

Number of Participants:	50
Time Frame:	Within the first 90 days after program start-up
Duration:	2 – 5 Weeks
Provider:	Delaware Technical & Community College, Laborers Local 55, Home Builders Institute
Location:	New Castle, Kent & Sussex Counties Classroom and Hands on training Offered at varied days and times of the week
Cost:	To Be Determined Sub-Grantee will cover 100% of the training costs
Evaluation:	100% Participation and Certification of Sub- Contractor personnel

- **Phase II – Hands on Weatherization Training (Mandatory)**

Provide training for new entry level workers employed by private Sub-Contractors. It is anticipated that in the first year a minimum of 20 to 25 people will participate in this training. Agreements will be established with professional organizations and/or educational institutions to provide training in the following areas:

- Weatherization Basics: caulking, glazing, glass replacement, air sealing, insulation, ventilation, window and doors installation, heating system modifications, repair and replacement
- Lead Safe Work Practices
- Hazardous Material Awareness

Number of Participants: 20-25
 Time Frame: Within the 180 days of program start up
 Duration: 5 weeks – 6 months
 Provider: Delaware Tech, Laborers Local 55, Home Builders Institute
 Location: New Castle, Kent & Sussex Counties
 Classroom and Hands on training
 Offered at various days and times of the week
 Cost: To Be Determined
 Sub-Grantee will cover 100% of the training costs
 Evaluation: 90% Participation and Certification

- **Phase III - Advanced Training (Non Mandatory)**

Delaware Tech Basic Weatherization Maintenance Certification Program

Number of Participants: Potentially 16 Crew Leaders
 Time Frame: Two year program
 Provider: Delaware Technical & Community College
 Location: New Castle, Kent & Sussex Counties
 Classroom and Hands on training
 Offered two evenings a week
 Cost: To Be Determined
 Sub-Grantee will cover 100% of the training costs
 Evaluation: 80% Participation and Certification

4. **Productivity**

Productivity of the Sub-Contractors is critical to the success of the Sub-Grantees; therefore our training and technical assistance plan insures that monthly production goals

will not be negatively impacted. In order to insure that Sub-Contractors will be able to meet the needs of the Sub-Grantee, training will take place on days and times that will minimize time away from the jobs. Additionally, Sub-Contractors can rotate their work crews through the training modules.

The Sub-Grantee have determined that they will need a total of 6 construction contracting crews and 4 mechanical contracting crews. This contract with the State will require that First State Community Action Agency complete 254 jobs within a nine month period. This equates to 29 jobs a month; therefore, each construction contracting crew will have to complete 5 jobs per month. However, jobs will be assigned according to the Sub-Contractors' ability to complete them in a timely, efficient and quality manner.

5. Assessment of T & TA Activities

The First State Community Action Agency will evaluate the effectiveness of the Training and Technical Assistance for Sub-Contractors based on:

- Percentage of Completion of Phased Training Opportunities
- Results of In-Field Monitoring
- Timely Completion of Production
- Quality of Completed Work Utilizing Training Techniques

Contract Assurances

CONTRACT ASSURANCES

The CONTRACTOR hereby assures and certifies that:

1. It possesses legal authority to enter into this Contract; that a resolution, motion or similar action has been adopted or passed as an official act of the CONTRACTOR's governing body authorizing the execution of this Contract, and directing and authorizing the person identified as the official representative of the CONTRACTOR to act in connection with the Contract and to provide such additional information as may be required.
2. It has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal and/or non-State share of all costs) to ensure proper planning, management, and implementation of the Scope of Services.
3. It will provide that such fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for Federal and/or State funds paid to the agency.
4. It will provide and maintain for the duration of the contract period, General Liability Insurance and the minimum amount of Workmen's Compensation Insurance required by Delaware State Law. It will also maintain throughout the contract period, Fidelity Bonding that covers anyone in its employ who is authorized to sign checks, certify vouchers and handle and control funds, checks, securities, or property.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will comply with all State and Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. and 3601 et seq.), as amended, relating to nondiscrimination provisions in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply.

7. It will not use funds received as payment under this Contract in order to engage in political activities or to provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with an election or any voter registration activity.

It will not use funds received as payment under this Contract in order to engage in religious services, religious instruction or counseling, or proselytizing.

It will comply with the Federal Fair Labor Standards Act of 1938, as amended, as applicable, as well as any state laws and regulations, as applicable, covering minimum wages, overtime, equal pay for equal work, child labor standards, and age discrimination, etc.

8. It will comply with any relevant federal and state guidelines, laws and regulations that are or may become applicable to this Contract, including certification requirements for Weatherization Program contractors and subcontractors as outlined in the Delaware Weatherization Program State Plan.
9. It will include the provision of these assurances in any subcontract that may become applicable to the performance of the Scope of Services, so that such provisions will be binding upon each subcontractor.
10. Audit reports are required in compliance with OMB Circular A-133 (Audits of Institutions of Higher Education and other Nonprofit Institutions) or OMB Circular A-128 (Audits of State and Local Governments), as may be appropriate, unless the Contractor is exempt under the appropriate circular.
11. Each of the following Federal Assurances, provided by the United States Department of Health and Human Services, must be read, understood and accepted by the CONTRACTOR:
 - a) Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - b) Certification Regarding Drug-Free Workplace Requirements
 - c) Certification Regarding Lobbying
 - d) Certification Regarding Environmental Tobacco Smoke

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

Instructions for Certification

- 1) By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily

excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

- 1) By signing and submitting this proposal, the prospective lower tier
- 2) Participant is providing the certification set out below.

- 3) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 4) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 7) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements

Alternate I. (Grantees Other Than Individuals)

The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

- 1) The dangers of drug abuse in the workplace;
- 2) The grantee's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(h) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check _____ if there are workplaces on file that are not identified here.

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.
